

Jason A. McNeill (9711)
mcneill@mvmlegal.com
Eric K. Schnibbe (8463)
schnibbe@mvmlegal.com
MCNEILL | VON MAACK
175 South Main Street, Suite 1050
Salt Lake City, Utah 84111
Telephone: 801.823.6464

Attorneys for Defendant Zazzle, Inc.

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF UTAH, CENTRAL DIVISION**

RAM SEW, LLC,
Plaintiff,

v.

ZAZZLE, INC.,
Defendant.

**NOTICE OF REMOVAL OF ACTION
UNDER 28 U.S.C. § 1441(B) DIVERSITY
BY DEFENDANT ZAZZLE, INC.**

Case No. 2:20-cv-00628-DAO
District Judge
Magistrate Judge

PLEASE TAKE NOTICE that, pursuant to 28 U.S.C. §§ 1332 and 1441(b), Defendant Zazzle, Inc. (“Defendant”) hereby removes this civil action from the Third Judicial District Court for the County of Salt Lake, where it is currently pending as Case No. 200904989, to the United States District Court for the District of Utah, Central Division. This Court has original jurisdiction over this action under 28 U.S.C § 1332(a) on the grounds that diversity exists between the parties and the amount in controversy exceeds the sum of \$75,000, exclusive of interest and costs. Plaintiff Ram Sew, LLC (“Plaintiff”) is a Utah limited liability company with its principal place of business in Salt Lake County, Utah and its members believed to be in Utah. Defendant is a California corporation with its principal place of business in San Mateo County, California and a place of business in Washoe County, Nevada.

BACKGROUND

1. This suit is a civil action filed in the Third Judicial District Court of Salt Lake County, State of Utah, on August 63, 2020, entitled “Ram Sew, LLC v. Zazzle, Inc.,” Case No. 200900569 (“The Complaint”). Pursuant to 28 U.S.C. § 1446(a), a copy of the Summons and Complaint is attached hereto as Exhibit 1 and constitutes all process, pleadings and orders served upon Defendant in this action.

2. Plaintiff asserts in the Complaint the following claims: breach of contract, fraudulent inducement, and breach of the covenant of good faith and fair dealing.

3. Plaintiff alleges in the Complaint that it produced and agreed to produce facemask orders for use as personal protection equipment to prevent the spread of the current COVID-19 pandemic. Plaintiff alleges that has been damaged in an amount that exceeds \$1,500,000.

GROUND FOR REMOVAL

4. As set forth more fully below, this Court has subject matter jurisdiction under 28 U.S.C. § 1332, which confers original jurisdiction of “all civil actions where the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between . . . citizens of different States and in which citizens or subjects of a foreign state are additional parties[.]”

5. The Amount-In-Controversy requirement is satisfied. Here, the Complaint states that the sum of alleged damages is in excess of \$1,500,000. [See Complaint ¶ 32]. See 28 U.S.C. § 1446 (c)(2) (“If removal of a civil action is sought on the basis of the jurisdiction conferred by section 1332(a), the sum demanded in good faith in the initial pleading shall be deemed to be the amount in controversy . . .”).

6. Diversity of citizenship exists. Plaintiff is a Utah limited liability company with its principal place of business in Salt Lake County, Utah. Upon information and belief, including after from undertaking an investigation of publically available documents and conducting internet research concerning Plaintiff, all members of Plaintiff are citizens of Utah. Defendant is a California corporation with its principal place of business in San Mateo County, California and a place of business in Washoe County, Nevada. Defendant does not have its principal place of business in Utah. The citizenship of an LLC is the citizenship of its members and, therefore, Plaintiff is a citizen of Utah. *See Johnson v. Columbia Props. Anchorage, LP*, 437 F.3d 894, 899 (9th Cir. 2006) (“[L]ike a partnership, an LLC is a citizen of every state of which its owners/members are citizens.”); *Marseilles Hydro Power, LLC v. Marseilles Land & Water Co.*, 299 F.3d 643, 652 (7th Cir. 2002) (“the relevant citizenship [of an LLC] for diversity purposes is that of the members, not of the company”). “[A] corporation shall be deemed to be a citizen of every State and foreign state by which it has been incorporated and of the State or foreign state where it has its principal place of business,” and, therefore, Defendant could only be a citizen of California and/or Nevada. 28 U.S.C.A. § 1332(c)(1).

7. The other prerequisites for removal are satisfied. This Notice of Removal is timely filed. The relevant statute provides that “[e]ach defendant shall have 30 days after receipt ... of the initial pleading ... to file the notice of removal.” 28 U.S.C. § 1446(b)(2)(B). Plaintiff filed the Complaint with the state court on August 6, 2020. Defendant was served with a copy of the Summons and Complaint on August 6, 2020. The deadline for Defendant to file its Notice of Removal is September 8, 2020 – which is the first business day following the expiration of thirty days on Saturday, September 5, 2020. *See Fed. R. Civ. P. 6(a)(1)(C).*

8. Title 28 U.S.C. § 1446(a), requires a copy of all process, pleadings, and orders served upon the removing defendant in the state court action (Case No. 200900569) to be included with this Notice of Removal and, thus, a copy of the Summons and Complaint are attached hereto as Exhibit 1. Pursuant to 28 U.S.C. § 1446(d), this Notice of Removal with attachments, will be served upon counsel for Plaintiff and will be filed with the clerk of the Third Judicial District Court for Salt Lake County, Utah.

9. By filing this Notice of Removal, Defendant does not waive its right to assert any defenses and/or objections to which it may be qualified to assert.

DATED this 8th day of September, 2020.

MCNEILL | VON MAACK

A handwritten signature in blue ink, appearing to read 'Jason A. McNeill', is written over a horizontal line.

Jason A. McNeill
Eric K. Schnibbe
Attorneys for Defendant Zazzle, Inc.

CERTIFICATE OF SERVICE

I hereby certify that I am employed by the law firm of McNEILL VON MAACK, 175 South Main Street, Suite 1050, Salt Lake City, Utah 84111, and that, pursuant to Rule 5(b) of the Federal Rules of Civil Procedure, a true and correct copy of the foregoing **NOTICE OF REMOVAL OF ACTION UNDER 28 U.S.C. § 1441(B) DIVERSITY BY DEFENDANT ZAZZLE, INC.** was delivered to the following this 8th day of September, 2020, by:

- ☐ Hand Delivery
- ☐ Depositing the same in the U.S. Mail, postage prepaid
- ☒ Electronic Mail
- ☒ Submission to the U.S. District Court Electronic Case Filing System

Justin C. Rammell
justin@rammell-law.com
RAMMELL LAW, PLLC
Box 901622
Sandy, Utah 84090
Telephone: 801.432.0632
Facsimile: 888.712.5274

/s/ Hannah Jane Harrington-Dunn

Exhibit “1”

Justin C. Rammell, #12210
RAMMELL LAW, PLLC
Box 901622
Sandy, UT 84090
Telephone: (801) 432-0632
Fax: (888) 712-5274
justin@rammell-law.com

IN THE THIRD DISTRICT COURT
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

RAM SEW, LLC,

Plaintiff,

vs.

ZAZZLE, INC.,

Defendant.

SUMMONS

Case No. 200904989

JUDGE METTLER

STATE OF UTAH TO: ZAZZLE, INC.

You are summoned to file an answer in writing to the attached Complaint with the clerk of court at: Third District Court, Salt Lake Department, 450 S. State St., Salt Lake City, UT 84114-1860 and deliver a copy to Justin C. Rammell, Rammell Law, PLLC, at: 8695 S. Highland Dr., Sandy, UT 84093 within 30 days.

Judgment by default will be entered against you for the relief demanded in the Complaint if you do not file an answer in writing.

DATED THIS 4th day of August, 2020.

RAMMELL LAW, PLLC

/s/ Justin C. Rammell

Justin C. Rammell

Justin C. Rammell, #12210
RAMMELL LAW, PLLC
Box 901622
Sandy, UT 84090
Telephone: (801) 432-0632
Fax: (888) 712-5274
justin@rammell-law.com

IN THE THIRD DISTRICT COURT
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

RAM SEW, LLC,

Plaintiff,

vs.

ZAZZLE, INC.,

Defendant.

VERIFIED COMPLAINT – TIER III
(with Jury Demand)

Case No. 200904989

JUDGE AMBER M. METTLER

Plaintiff RAM SEW, LLC, by and through Justin C. Rammell, their manager and attorney, complain and allege, as follows:

THE PARTIES

1. Plaintiff Ram Sew, LLC is a Utah limited liability company in good standing located at 8695 S. Highland Dr., Sandy, UT 84093.
2. Defendant Zazzle, Inc., is a California Corporation with its principal executive office at 811 Sandhill Rd., Reno, NV 89521.

JURIDICTION AND VENUE

3. This is a civil action for breach of contract, fraudulent inducement, and breach of the covenant of good faith and fair dealing.

4. Utah Code § 78A-5-102(2) gives jurisdiction to this court.

5. Utah Code § 78B-3-304 and § 78B-3-307 provide for venue in Salt Lake County.

FIRST CAUSE OF ACTION – BREACH OF CONTRACT: PAST DUE INVOICES

6. Plaintiff incorporates all preceding paragraphs by reference.

7. Defendant contracted Plaintiff to produce face masks, as well as supply goods.

8. Exhibit “A” contains invoices for face mask production and other goods supplied by Plaintiff.

9. Plaintiff has demanded payment in full, which is due and owing. Defendant has not paid the balance and is in default. Plaintiff is entitled to judgment.

10. Defendant owes interest at 10% per annum, from the date of each respective invoice until the date of judgment, pursuant to Utah Code § 15-1-1.

SECOND CAUSE OF ACTION – BREACH OF CONTRACT: REPUDIATED PURCHASE ORDER

11. Plaintiff incorporates all preceding paragraphs by reference.

12. Defendant ordered 300,000 custom cut units of white fabric for rolling delivery. Defendant took delivery and paid for 200,000 custom cut units of fabric. Defendant refuses to take delivery or tender payment for the remaining 100,000 units.

13. Defendant’s employees assured Plaintiff, multiple times, that they would take units soon but have since repudiated the purchase order.

14. The price agreed to between Plaintiff and Defendant was \$0.50 per unit. The total due and owing on the remaining 100,000 units is \$50,000.00.

15. Plaintiff has incurred storage fees and other costs.

16. Plaintiff is unable to sell these units to another party because they were custom cut to size, at the express direction of Defendant.

17. Defendant breached their contract to purchase goods from Plaintiff. Plaintiff has suffered damages resulting from the breach.

18. Defendant owes interest at 10% per annum, from the date of invoice until the date of judgment, pursuant to Utah Code § 15-1-1, on the remaining 100,000 units.

THIRD CAUSE OF ACTION – BREACH OF CONTRACT: FUTURE PRODUCTION

19. Plaintiff incorporates all preceding paragraphs by reference.

20. Defendant contracted Plaintiff to produce face masks for about one year, during the Covid-19 pandemic fulfill direct to Plaintiff's customers.

21. Plaintiff secured inventory, labor, and developed software, among other things, to produce these face masks.

22. Defendant breached the contract by not paying invoices according to agreed-upon terms. On some invoices, nearly 90 days have elapsed.

23. Plaintiff is damaged by Defendant's breach, which includes expectation damages, in the loss of profit from this contract.

FOURTH CAUSE OF ACTION – FRAUDULENT INDUCEMENT: PRODUCTION

24. Plaintiff incorporates all preceding paragraphs by reference.

25. Defendant represented in phone calls from April through to July that it had tens of thousands of daily face mask orders and that Plaintiff would receive regular orders for production, exceeding 10,000 per week.

26. These orders would represent significant workflow and income for Plaintiff.

Plaintiff prepared to produce 20,000 weekly units.

27. Defendant made false representations or made representations recklessly without sufficient knowledge, specifically: Defendant misrepresented their number of daily orders; and Defendant misrepresented that Plaintiff would have a regular workflow.

28. These representations were made on numerous occasions, throughout April, May, June and July, by telephone, text, and email, by numerous employees of Defendant.

29. Plaintiff ordered inventory and engaged technical services based on Defendant's representations.

30. Plaintiff reasonably relied on Defendant's collective representations of 10,000 to 20,000+ weekly units, anticipating that this production would last for one year. And that, further, Plaintiff would produce additional goods for Defendant. Plaintiff reasonable relied on Defendant's collective representations without knowledge of their falsity.

31. Plaintiff agreed to the production of face masks based on these representations. Plaintiff would not have accepted a contract with Defendant if they had known that the representations were untrue.

32. Plaintiff is damaged by this fraudulent inducement in an amount to be proven at trial, but not less than \$1,500,000.00.

33. Plaintiff is entitled to reasonable attorney fees and litigation costs for fraudulent inducement.

FIFTH CAUSE OF ACTION -

FRAUDULENT INDUCEMENT: CONTINUED PRODUCTION

34. Plaintiff incorporates all preceding paragraphs by reference.

35. Defendant represented by email, from multiple people at Defendant company, that unpaid invoices would be resolved quickly, and that Plaintiff should continue production of face masks.

36. The false representation of prompt payment was important for continued production. Production was underway on 2,640 masks that were already printed, cut, and sewn, only awaiting fulfillment. Plaintiff should have been paid \$5.55 per unit for a total of \$14,652.00.

37. Defendant's representation was false in that payment was not made promptly and that Defendant did not intend prompt payment.

38. Defendant made the representation to induce Plaintiff to continue production.

39. Plaintiff reasonably relied on the representation and continued production of face masks.

40. Plaintiff continued production of face masks but would not have, had Plaintiff known that the representations were not true.

41. Plaintiff is damaged by the payment of goods and services for face mask production including custom printing of fabric, purchase of inventory, sewing services, freight charges, and the like.

42. Plaintiff is entitled to reasonable attorney fees and litigation costs for fraudulent inducement.

SIXTH CAUSE OF ACTION -

BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

43. Plaintiff incorporates all preceding paragraphs by reference.

44. The Parties had a contract, as described above, to produce custom printed face masks and supply goods.

45. The contracts between the Parties have an implied covenant of good faith and fair dealing.

46. There was a common purpose of Plaintiff producing a product and supplying goods to the Defendant and Defendant selling that product and/or using goods in their own production.

47. Plaintiff was justified in expectations of Defendant considering the contract between them, their dealings, and their conduct.

48. Defendant did not deal fairly with Plaintiff by refusing payment on invoices, not promptly paying invoices, not asking for payment terms considering payment delays, not sending regular work, submitting work in varying formats, not responding to communications, like email.

DAMAGES ON ALL COUNTS

49. Plaintiff is damaged by Defendant's non-performance in the payment of services to software professionals, equipment/software upgrades, purchase of inventory for production, wasted production as well as other damages.

50. Plaintiff has consequential damages for expecting to receive continued work, work that the parties foresaw and planned for, that were foreseeable at the time of contract.

51. Plaintiff has expectation damages of producing face masks and other goods for Defendant that were negated by Defendant's fraudulent inducement and non-payment of invoices.

JURY DEMAND

Plaintiff demands a jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following relief:

1. Judgment against Defendant Zazzle, Inc. in the amount of \$153,776.45 plus court costs for the unpaid invoices in Exhibit "A," plus interest at the rate of 10% per annum per year from the date of each respective invoice;
2. Judgment against Defendant Zazzle, Inc. for counts of fraudulent inducement in the production of face masks for a reasonable term in the amount of not less than \$1,500,000.00 and also for continued production of face masks in the amount of \$14,652.00, and additional amounts to be proven at trial;
3. Judgment against Defendant Zazzle, Inc. for damages resulting from their breach of the covenant of good faith and fair dealing; and
4. Judgment against Defendant Zazzle, Inc. for reasonable attorney fees and court costs.

I declare to the best of my knowledge that the foregoing is true and correct.

DATED THIS 4th day of August, 2020.

RAM SEW, LLC

/s/ Justin C. Rammell
Justin C. Rammell, Manager

RAMMELL LAW, PLLC

/s/ Justin C. Rammell
Justin C. Rammell

EXHIBIT "A" – SUMMARY AND INVOICES

DATE OF INVOICE	DESCRIPTION	QUANTITY	PRICE PER UNIT	INVOICE AMOUNT
05/07/2020	Elastic Cord	7,000 Yards	\$0.55	\$3,850.00
	Fabric Panels	800 Units	\$0.50	\$400.00
05/07/2020	Fabric Panels	800	\$0.50	\$400.00
05/25/2020	Face Masks	100	\$6.15	\$615.00
06/24/2020	Face Masks	996	\$5.55	\$5,527.80
07/02/2020	Black Shock Cord	2000	\$0.46	\$920.00
07/10/2020	Face Masks	14,851	\$5.25	\$77,967.75
07/14/2020	Black Shock Cord	5,500	\$0.68	\$3,740.00
07/17/2020	Fabric Panels	100,000	\$0.50	\$50,000.00
07/23/2020	Face Masks	1,938	\$5.55	\$10,755.90
Total:				\$153,776.45

RAM SEW, LLC
P.O. Box 901622
SANDY, UT 84090

Wells Fargo Bank, N.A.
 420 Montgomery
 San Francisco, CA 94104
 Account: 6213287508
 Routing: 121000248

INVOICE

CUSTOMER:

Zazzle Inc.
 Richard Silva,
 Manager Supply Chain and Global
 Purchasing

TERMS: NONE

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
POLY TECHNO	15.5" x 8.25" Poly Techno Panels per Sample	800	\$0.50	\$400.00
ELASTIC	¼" White	7000	\$0.55	\$3,850.00
			TOTAL:	\$4,250,000

SHIPPING: CUSTOMER ARRANGES AND PAYS SHIPPING.

GOODS DEVLIVERED 05/07/2020.

RAM SEW, LLC
P.O. Box 901622
SANDY, UT 84090

Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
Account: 6213287508
Routing: 121000248

INVOICE 415 – 05/25/2020

PO – NONE REFERENCED

CUSTOMER:

Zazzle Inc.
Richard Silva

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
MASKS	Sewn Custom Masks – 24 hr. Turnaround	100	\$6.15	\$615.00
			TOTAL:	\$615.00

SHIPPING: CUSTOMER UPS ACCOUNT

RAM SEW, LLC
P.O. Box 901622
SANDY, UT 84090

Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
Account: 6213287508
Routing: 121000248

INVOICE BATCH 2 – JUNE 24, 2020

CUSTOMER:

Zazzle Inc.
Richard Silva,
Manager Supply Chain and Global
Purchasing

TERMS: NONE

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
MASKS	Sewn Custom Masks – Files Received June 12, 2020	996	\$5.55	\$5,527.80
			TOTAL:	\$5,527.80

RAM SEW, LLC
P.O. Box 901622
SANDY, UT 84090

Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
Account: 6213287508
Routing: 121000248

INVOICE - 07/02/2020

PO - 010011323

CUSTOMER:

Zazzle Inc.
Josie DeLeon

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
CORD	3mm Black Shock Cord	2,000	\$0.46	\$920.00
			TOTAL:	\$920.00

SHIPPING: CUSTOMER UPS ACCOUNT

RAM SEW, LLC
P.O. Box 901622
SANDY, UT 84090

Wells Fargo Bank, N.A.
 420 Montgomery
 San Francisco, CA 94104
 Account: 6213287508
 Routing: 121000248

INVOICE

CUSTOMER:

Zazzle Inc.

Charles Ohiaeri, Chief Fulfillment Officer
 Richard Silva, Manager Supply Chain and
 Global Purchasing

• **TERMS: DUE ON RECEIPT**

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
MASKS POLY	15.5" x 8.25" Custom Image Sewn Masks	14,851	\$5.25	\$77,967.75
SHIPPING	N/A	1		NA
			TOTAL:	\$77,967.75

ALL UNITS DELIVERED.

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	3	62
	4	62
	5	62
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	9	63
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23241-1		58
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		14851	105	
		82423.05	525	82948.05

RAM SEW, LLC
P.O. Box 901622
SANDY, UT 84090

Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
Account: 6213287508
Routing: 121000248

INVOICE

PO10011451

CUSTOMER:

Zazzle Inc.
Josie De Leon

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
CORD	3mm Black Shock Cord	5,500	\$0.68	\$3740.00
SHIPPING		1		NA
			TOTAL:	\$3470.00

SHIPPING: CUSTOMER ARRANGES AND PAYS SHIPPING.

RAM SEW, LLC
P.O. Box 901622
SANDY, UT 84090

Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
Account: 6213287508
Routing: 121000248

INVOICE

CUSTOMER:

Zazzle Inc.
Charles Ohiaeri, Chief Fulfillment Officer
Richard Silva, Manager Supply Chain and
Global Purchasing

- **TERMS: DUE ON RECEIPT**

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
PANELS	15.5" x 8.25" Techno Panel Blanks	100,000	\$0.50	\$50,000
SHIPPING	N/A	1		NA
			TOTAL:	\$50,000.00

ALL UNITS DELIVERED.

RAM SEW, LLC
P.O. Box 901622
SANDY, UT 84090

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420 Montgomery
San Francisco, CA 94104
Account: 6213287508
Routing: 121000248

INVOICE

CUSTOMER:

Zazzle Inc.
Richard Silva,
Manager Supply Chain and Global
Purchasing

TERMS: NONE

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
MASKS	API Masks released June 19, 2020	1938	\$5.55	\$10,755.90
			TOTAL:	\$10,755.90